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9 *Allstate Property & Casualty*  
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10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12  
13 ALLSTATE PROPERTY & CASUALTY  
INSURANCE COMPANY,

14 Plaintiff,

15  
16 vs.

17 SAMMY JOE SOUTH, an individual; TERRY  
YOUNG, an individual; RASOR ROAD  
18 SERVICE, a California business entity of  
unknown nature; INTERSTATE 15 TOWING &  
19 ROADSIDE ASSISTANCE, a California  
business entity of unknown nature; OREGON  
20 MUTUAL INSURANCE COMPANY, an Oregon  
business entity of unknown nature; DOES I  
21 through X; and ROE Corporations I through X,  
inclusive,

22 Defendants.  
23

CASE NO.: 2:13-cv-01854-RCJ-CWH

ORDER GRANTING MOTION FOR ENTRY OF  
DEFAULT JUDGMENT AGAINST SAMMY  
SOUTH AND THE SAN BERNARDINO  
COUNTY FIRE PROTECTION DISTRICT

24 On January 27, 2015, Plaintiff Allstate Property & Casualty Insurance Company  
25 ("Allstate") filed its Motion for Entry of Default Judgment against Defendant Sammy Joe  
26 South ("South") and the San Bernardino County Fire Protection District ("SBCFPD"). No  
27 Opposition was filed by South nor SBCFPD.  
28

1 The Court having reviewed Allstate's Motion for Entry of Default Judgment and good  
2 cause appearing, finds as follows:

3  
4 I. FINDINGS OF FACT

5 1. Defendant Sammy South was the owner of a 1979 CSMM ("Motor Home").

6 2. On or about September 24, 2012 the Motor Home caught on fire and caused  
7 property damage to three nearby homes and ten nearby vehicles belonging to Defendants Terry  
8 Young and Rasor Road Service.

9  
10 3. After the fire, on October 10, 2012, South gave a recorded statement to a  
11 representative of Allstate.

12 4. During the recorded statement, South stated that at the time of the fire, he had  
13 been living in his Motor Home for approximately a year and a half.

14  
15 5. At the time of the fire, South's Motor Home was insured under an Allstate  
16 Property and Casualty Motor Home Insurance Policy, Policy Number 986823344 (the "Allstate  
17 Policy").

18  
19 6. The Allstate Policy provided coverage as follows:

20 **Motor Home Liability Insurance Bodily Injury Coverage AA and Property Damage**  
21 **Coverage BB**

22 We will pay those damages which an insured person is legally obligated to  
pay because of:

- 23 1. **bodily injury** sustained by any person; and  
24 2. **damage to, or destruction of, property.**

25  
26 Under these coverages, **your** policy protects an insured person from  
27 liability for damages arising out of the ownership, maintenance or use,  
loading, or unloading of an insured **motor home**.

28 We will defend an insured person sued as the result of a covered motor

1 home accident. We will choose the counsel. We may settle any claim or  
2 suit if we believe it is proper. We have no duty to defend any suit or settle  
3 any claim not covered by this policy.

4 7. The Allstate Policy defines the term "Motor Home" as follows:

5 "Motor Home" – means a self-propelled motor vehicle equipped,  
6 designed or used as a living quarters.

7 8. The Allstate Policy lists Policy exclusions, which include, in part:

8 Exclusions- What is Not Covered

9 We will not pay for any damages an insured person is legally obligated to pay  
10 because of:

11 ...

12 12. bodily injury or property damage sustained while occupying your motor  
home as a permanent or primary residence.

13 II. PROCEDURAL HISTORY

14 9. On October 10, 2013, Allstate filed this instant Complaint for Declaratory Relief  
15 against Defendants Sammy South, Terry Young, Rasor Road Service, Interstate 15 Towing &  
16 Roadside Assistance, and Oregon Mutual Insurance Company.

18 10. Defendants Terry Young, Rasor Road Service, Interstate 15 Towing & Roadside  
19 Assistance, and Oregon Mutual Insurance Company did not file an Answer to Allstate's  
20 Complaint.

21 11. On November 10, 2013, Allstate reached an agreement to dismiss Terry Young,  
22 Rasor Road Service, Interstate 15 Towing & Roadside Assistance, and Oregon Mutual Insurance  
23 Company from the Complaint.

24 12. Defendant South also failed to Answer the Complaint. The Clerk entered Default  
25 against South on October 22, 2014.

26 13. Prior to Allstate filing its Motion for Entry of Default Judgment against South,  
27  
28

1 Allstate discovered that the City of San Bernardino County Fire Protection District ("SBCFPD")  
2 obtained a default judgment against South in the amount of \$5,220.29 in the Superior Court of  
3 California County San Bernardino in small claims case no. SMC BS1300252.

4  
5 14. On December 1, 2014, Allstate attempted to contact SBCFPD in order put  
6 them (SBCFPD) on notice of Allstate's pending declaratory relief action against South and  
7 received no response. Allstate attempted to contact SBCFPD again on December 4, 2014 and  
8 December 10, 2014 but received no response. On both occasions, Allstate left a voice  
9 message with SBCFPD requesting that SBCFPD call Allstate back.  
10

11 15. On December 9, 2014, this Court issued a Minute Order stating that a status  
12 conference was scheduled for December 18, 2014 in the Las Vegas Courtroom before Judge  
13 Robert C. Jones. The Minute Order also required out-of-state counsel who request telephonic  
14 appearance to file a Request to Appear Telephonically with the Court on or before 5:00 p.m. on  
15 December 15, 2014.  
16

17 16. On December 15, 2014, Allstate was finally able to reach Natalie Gentry of the  
18 SBCFPD and advised her of (1) Allstate's pending declaratory relief action against South in this  
19 Court; and (2) Allstate's intent to file a Motion for Entry of Default Judgment against South.  
20 Allstate also advised Ms. Gentry that a status conference was scheduled for December 18,  
21 2014 and that if SBCFPD wishes to participate in this litigation, then they need to respond  
22 before December 18, 2014.  
23  
24

25 17. On December 18, 2014, Allstate's counsel attended the status conference  
26 before this Court. Neither, Ms. Gentry or any other representative from SBCFPD attended the  
27 status conference. In addition, no one from SBCFPD returned any of Allstate's counsel's  
28

1 message nor reached out to Allstate stating that it (SBCFPD) would like to participate in  
2 Allstate's declaratory relief action.

3 18. On January 27, 2015, Allstate filed its Motion for Entry of Default Judgment  
4 Against South and SBCFPD.  
5

6 **III. CONCLUSIONS OF LAW**

7 Based on the foregoing, the Court finds as follows:

8 19. That the Allstate Property and Casualty Motor Home Insurance Policy, Policy  
9 Number 986823344, is valid and enforceable;  
10

11 20. That the allegations raised in the underlying claim(s) are excluded from coverage  
12 under the Allstate Policy;  
13

14 21. That the exclusion of bodily injury or property damage sustained while occupying  
15 your motor home as a permanent or primary residence is enforceable under Nevada law with  
16 respect to Defendants and their claims and allegations against the Allstate Policy;  
17

18 22. That Allstate is not required to provide coverage to or pay any claims to  
19 Defendants arising out of the losses taking place on or about October 24, 2012;

20 23. That SBCFP had notice of Allstate's instant declaratory relief action;

21 24. That SBCFPD had notice of the Allstate's intent to file a Motion for Entry of  
22 Default Judgment against South;  
23

24 25. That SBCFPD had notice of the December 18, 2014 status conference;

25 26. That SBCFPD has failed to participate in this litigation and failed to appear for the  
26 December 18, 2014 status check;

27 27. That SBCFPD has waived its right to participate in this litigation;  
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